

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 76 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. 54SBNB7C1122	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED MAY 07 1997		6. REQUISITION/PURCHASE NO. 106-7-1067
7. ISSUED BY NATL INSTITUTE OF STANDARDS & TECH ACQUISITION AND ASSISTANCE DIVISION BUILDING 301, ROOM B117 GAITHERSBURG, MD 20899-0001		8. ADDRESS OFFER TO (If other than Item 7) NATL INSTITUTE OF STANDARDS & TECH ACQUISITION AND ASSISTANCE DIVISION BUILDING 301, ROOM B117 GAITHERSBURG, MD 20899-0001			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Block 7 until 3:00 PM local time **JUN 09 1997**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: -->	A. NAME Debra A. Hoffman	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (301) 975-4648
-------------------------------	-----------------------------	---

11. TABLE OF CONTENTS

PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
SEC.		DESCRIPTION	PAGE(S)	SEC.		DESCRIPTION	PAGE(S)
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	29-42
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	8-13	X	J	LIST OF ATTACHMENTS	43
X	D	PACKAGING AND MARKING	14	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	15	X	K	REPRESENTATIONS, CERTIFICATIONS AND	44-58
X	F	DELIVERIES OR PERFORMANCE	16			OTHER STATEMENTS OF OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	17-19	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	59-71
X	H	SPECIAL CONTRACT REQUIREMENTS	20-28	X	M	EVALUATION FACTORS FOR AWARD	72-76

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16 Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I Clause No. 52.232-8) ->	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
--	--------------------	--------------------	--------------------	-----------------

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	---

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
--	--	---------------	----------------

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
-----------------------------------	------------	----------------------------------

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c)() <input type="checkbox"/> 41 USC 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (copies unless otherwise specified)->	ITEM
---	--	------

24. ADMINISTERED BY (if other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
--	------	-----------------------------	------

26. NAME OF CONTRACTING OFFICER (type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
(Signature of Contracting Officer)		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

TABLE OF CONTENTS

PAGE

PART I - THE SCHEDULE	2
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	2
B.1 MINIMUM AND MAXIMUM CONTRACT AMOUNTS	7
B.2 POSITION DESCRIPTIONS	7
B.3 TASK ORDERS	7
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	8
C.1 STATEMENT OF WORK/SPECIFICATIONS	8
C.2 TRAVEL, SUBSISTENCE, AND MATERIALS	11
C.3 REPORTS	12
C.4 STANDBY CAPACITY	13
SECTION D - PACKAGING AND MARKING	14
D.1 MARKING DELIVERABLES	14
D.2 PACKING FOR DOMESTIC SHIPMENT	14
SECTION E - INSPECTION AND ACCEPTANCE	15
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	15
E.2 INSPECTION	15
E.3 ACCEPTANCE	15
SECTION F - DELIVERIES OR PERFORMANCE	16
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	16
F.2 PERIOD OF PERFORMANCE	16
F.3 PICK-UP AND DELIVERY	16
SECTION G - CONTRACT ADMINISTRATION DATA	17
G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)	17
G.2 CONTRACTING OFFICER'S AUTHORITY	17
G.3 GOVERNMENT FURNISHED PROPERTY - MATERIAL	18
G.4 POST AWARD ADMINISTRATION	18
SECTION H - SPECIAL CONTRACT REQUIREMENTS	20
H.1 PRINTING	20
H.2 ORGANIZATIONAL CONFLICT OF INTEREST	20
H.3 OPTION TO EXTEND THE TERM OF THE	21
CONTRACT--FIXED-PRICE CONTRACT	
H.4 KEY PERSONNEL	21
H.5 TECHNICAL DIRECTION	23
H.6 GOVERNMENT-FURNISHED PROPERTY AND DATA	23
H.7 RELOCATION COSTS	23
H.8 ORDERING PROCEDURES	23
H.9 ORDERING PROCEDURES UNDER MULTIPLE AWARD CONTRACTS . .	25
H.10 CONTRACTOR RESPONSIBILITIES	27
H.11 PICK-UP AND DELIVERY	27
H.12 CONSIDERATION AND PRICING AGREEMENTS	27
H.13 COMPLIANCE WITH LAWS	28
H.14 TRAINING	28

TABLE OF CONTENTS	PAGE
H.15 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY .	28
PART II - CONTRACT CLAUSES	29
SECTION I - CONTRACT CLAUSES	29
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)	29
I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF . .	30
FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	
I.3 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN	31
FEDERAL TRANSACTIONS (DEVIATION NOV 1990) (JAN 1990)	
I.4 52.216-18 ORDERING (APR 1984)	38
I.5 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED . .	39
AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)	
I.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	42
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . .	43
SECTION J - LIST OF ATTACHMENTS	43
J.1 LIST OF ATTACHMENTS THAT ARE HEREBY MADE A PART OF THIS	43
SOLICITATION AND ANY RESULTANT CONTRACT	
PART IV - REPRESENTATIONS AND INSTRUCTIONS	44
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND	44
OTHER STATEMENTS OF OFFERORS	
K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATIO	44
(APR 1985)	
K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING . . .	45
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	
DEVIATION (JAN 1990)	
K.3 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)	46
K.4 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)	48
K.5 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL . . .	48
NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)	
K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,	49
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	
(MAR 1996)	
K.7 52.215-6 TYPE OF BUSINESS ORGANIZATION	50
(JUL 1987)	
K.8 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)	51
K.9 52.215-20 PLACE OF PERFORMANCE (APR 1984)	51
K.10 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS . . .	51
(JAN 1997)	
K.11 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES .	53
(APR 1984)	
K.12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS .	54
(APR 1984)	
K.13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) . .	55
K.14 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)	55
K.15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE . .	55
REPORTING (OCT 1996)	

	TABLE OF CONTENTS	PAGE
K.16	52.225-20 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1997)	56
K.17	CERTIFICATION	58
SECTION L -	INSTRUCTIONS, CONDITIONS, AND	59
	NOTICES TO OFFERORS	
L.1	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)	59
L.2	52.216-1 TYPE OF CONTRACT (APR 1984)	59
L.3	1352.233-2 SERVICE OF PROTESTS (DEVIATION FAR 52.233-2) (NOV 1988)	59
L.4	52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984	60
L.5	REGULATORY NOTICE	60
L.6	INQUIRIES	60
L.7	PREPARATION OF PROPOSALS	61
L.8	AMENDMENTS TO PROPOSALS	66
L.9	SUBMISSION OF PROPOSALS	66
L.10	SET-ASIDE INFORMATION	67
L.11	DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)	67
SECTION M -	EVALUATION FACTORS FOR AWARD	72
M.1	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)	72
M.2	EVALUATION OF PROPOSALS	72
M.3	EVALUATION AND AWARD CRITERIA	73
M.4	EVALUATION OF TASK ORDER PROPOSALS	75
M.5	CONTRACTOR RESPONSIBILITY	75
M.6	PREAWARD SURVEY	76

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 MINIMUM AND MAXIMUM CONTRACT AMOUNTS

During the period specified in the ORDERING clause (FAR 52.216-18), The amount of all orders shall not exceed \$2,500,000.00 during the life of the contract.

B.2 POSITION DESCRIPTIONS

The Offeror shall propose as many position descriptions as deemed necessary to fulfill the statement of work contained herein in the format provided in Section B. The Offeror may attach additional continuation pages to Section B as necessary labeling them appropriately to differentiate between the base and option periods.

B.3 TASK ORDERS

(a) The Contractor shall perform work under this contract as specified in written task orders issued by the Contracting Officer.

(b) Each task order will include (1) a numerical designation, (2) the estimate of required labor hours for Time & Materials or Firm-Fixed-Price, (3) the period of performance and schedule of deliverables, (4) the description of the work, and (5) identification of the period (base, option year 1, etc.) to which the task order is to be charged if the contract includes overlapping option periods on Time & Materials.

(c) The Contractor shall acknowledge receipt of each task order by returning to the Contracting Officer a signed copy of the task order within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a task order.

(d) Task orders shall not change any terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following Statement of Work/Specifications.

C.1.1 ECONOMIC ANALYSIS FOR NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY--LABORATORY RESEARCH PROGRAMS

C.1.1.1 Measurement Infrastructure Research at NIST

The National Institute of Standards and Technology (NIST) provides measurement infrastructure support to U.S.-based industries. This support consists of critically evaluated scientific and engineering data bases, measurement and test methods, technical bases for interface standards and conformance testing, process models, standard reference materials and calibration methods and services.

As the only U.S. research laboratory or institute whose primary mission is the support of economic growth, U.S. industry's need for these "infratechnologies" must be carefully analyzed and appropriate research programs developed. Moreover, many infratechnologies become the basis for U.S. and international standards, so that this latter form of infrastructure must be analyzed as well.

The broad, economy-wide portfolio of technologies for which these infratechnologies are provided creates a demanding strategic planning challenge for NIST. In response, NIST is moving toward more regular and systematic planning, relying to a significant degree on microeconomic analyses of technologies, industries, and market structures that require measurement infrastructure support. Strategic planning requires as a first step comparative analyses of various technologies and the market failures unique to each industrial sector. A second step is the microeconomic analysis of a previously screened technology, where preliminary evidence indicates serious measurement-related market failure exists. This second level of analysis results in the basis for strategic planning at the operating unit within NIST and subsequent preparation of budget requests to the Congress.

In a modern, efficient government the need for economic analysis does not stop with strategic planning and subsequent

C.1 (Continued)

budget decisions. Increasingly, current and post-project economic impact assessments are required to determine the nature and magnitude of actual industrial impacts. This information is not only required as part of broader program evaluation efforts, but it also feeds back into the next round of strategic planning.

Strategic planning and economic impact assessment are included together as a single programmatic function because both activities require similar microeconomic and technology assessment skills. Market failures must be identified in each case and their relative importance assessed. Data collection mechanisms must be designed and administered, frequently through direct contact with industry officials. Qualitative and quantitative analyses are then performed and clear, concise reports prepared.

The NIST Director's Office is soliciting contractor support for developing the microeconomic basis for strategic planning and for microeconomic impact assessment. The contractor(s) will design and conduct studies on a task order basis in close cooperation with NIST's Senior Economist and other staff members with expertise in the subject technical areas.

C.1.1.2 Task Order Scope and Requirements

The selected contractor(s) will be given the opportunity to submit price and technical proposals in response to specific NIST microeconomic analysis needs. The general scope of studies focus on economic impact assessment (as opposed to program evaluation). The exact scope of each task will be determined at the time the contractor is notified of the task order requirement.

Typical task orders will include identification and assessment of market failures (technical-based barriers) that are causing systematic underinvestment in specific elements of an industry's technology base.

Emphasis will be on those elements that are measurement-related and have an infrastructure character.

To accomplish this objective, the contractor will:

- * Draw upon existing studies and work with NIST technical staff and industry experts to identify specific technical barriers in the technology or industry under study.
- * Draw upon existing knowledge of the appropriate technology and industry trends and combine with specific

C.1 (Continued)

assessments of technical barriers to construct hypothesized economic impact scenarios resulting from removal of the identified market failure(s).

- * Develop and pre-test appropriate survey instruments, and conduct surveys.
- * Analyze results and construct appropriate quantitative and qualitative impact measures (metrics include, but are not limited to, R&D investment, quality, various elements of productivity, sales, profits).
- * Write a clear and concise report and provide oral briefings as required. The report will describe the technology, the relevant industries in terms of trends and competitive position, the technical and economic roles of the infratechnologies/standards to be studied, the data collection approach, the methods of transfer/diffusion of the project's results, and the qualitative and quantitative impacts of the project.

The above steps will usually be applied primarily at the microeconomic level. This means that the contractor will have to provide staff/consultants with the following skill and areas of expertise:

Skill Categories

Microeconomic Analysis: Expertise in R&D investment analysis, firm strategy, industry structure, standards, and selection and use of various economic impact indicators such as investment, output and productivity growth, employment, etc.

Strategic Planning: Expertise in technology/industry trend analysis, technology forecasting, R&D project selection and technology investment.

Data Collection: Expertise in survey design, mail surveys, telephone and personal interviews, and ability to identify and gain access to key personnel in high-tech firms in the industry(s) to be studied.

Economic Impact Analysis: Expertise in overall project impact assessment, including metric selection (NPV vs. B/C ratios vs. various rate-of-return measures).

Project Management: Ability to put together and effectively manage multidisciplinary teams (economists, technology forecasters, strategic planners, technology experts, corporate finance specialists) tailored to the

C.1 (Continued)

specific needs of individual projects.

Areas of Expertise

- * the technology in question (expertise here includes assessment of technology trends, especially with respect to how these trends are shaping market opportunities and enabling foreign competition).
- * the industries who use or want to use this technology (expertise here includes firm/industry strategic foci and competitive trends).
- * industry survey design and data collection (including access to key industry officials; a critical expertise here is the ability to identify and elicit responses from these officials).
- * microeconomic analysis required to characterize appropriate technical and industry trends and to construct and produce qualitative and quantitative impact measures (because of the different information implications from alternative methodologies, expertise in method comparison, selection, and interpretation is imperative).

The majority of the task orders will be for fairly broad technical areas. That means that for strategic planning purposes, a typical requirement could cover a range of market applications of a generic technology (potentially resulting in several typical NIST projects). For example, post economic impact assessments, several technologically-related projects will usually be included in a single task order. Each task order will specify the general nature of the analytical work required, but will typically require the contractor to provide the specific analytical approach as well as a cost proposal. The Government reserves the right to solicit each task order proposal on either a fixed price or time and materials basis.

The Government intends to qualify up to three successful offerors to compete for each task order. The Government may award for each requirement up to three task orders. Multiple awards for the same requirement are more likely when the offerors propose technical approaches that apply significantly different analytical methodologies or data collection approaches.

C.2 TRAVEL, SUBSISTENCE, AND MATERIALS

C.2 (Continued)

C.2.1 Travel Costs

(a) All travel, which includes car rentals, parking, public transportation, and miscellaneous expenses shall be proposed in accordance with the Government's JOINT TRAVEL REGULATION. These costs shall be included in the final fixed price of the task order. If a time and materials type task order is written, the Government will reimburse the Contractor for all necessary expenses (up to the ceiling specified on each order) in connection with travel authorized. These costs plus applicable G&A shall be included in each Task Order issued under this contract.

(b) Subsistence is authorized in accordance with the Government's JOINT TRAVEL REGULATIONS. The costs are to be included in each task order issued under this contract.

C.2.2 Materials (and Other Reimbursable Items)

(a) During the course of performance of certain Task Orders, it may be necessary for contractors to procure a variety of materials or supplies. At such time as materials or supplies are procured under individual task orders, these costs shall be included in the final fixed price in the task order. If a time and materials type task order is written, materials shall be provided at cost, including, if appropriate, material handling cost as part of the material costs. When included as part of material costs, material handling costs shall include only costs clearly excluded from the labor hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures consistent with Part 31 of the Federal Acquisition Regulation.

(b) Cost of renting or leasing real or personal property must meet "operating lease" requirements (See FAR 31.205-36).

(c) Any equipment or supplies purchased by the Contractor with contract funds shall become the property of the Government after completion of the task. In addition, the Government may supply the Contractor with a variety of equipment and/or supplies, as required. All GFE shall be maintained and controlled in accordance with Contractor's approved Government Property Control Procedures (See Part 45, FAR).

C.3 REPORTS

Separate monthly reports for each active Task Order shall be provided.

C.3 (Continued)

For the month reported, reports shall be delivered to the COTR by end of the first week of the month following the reporting period.

(a) Reports shall contain:

- (1) Task Number
- (2) Task Name
- (3) Period Covered by the Report
- (4) Work Performed During Reporting Period
- (5) Problem Areas
- (6) Anticipated Work for Next Reporting Period
- (7) Resources Expended (Mandatory for Time & Materials Task
- (8) Resources Remaining (Mandatory for Time & Materials Task
- (9) Milestones and Deliveries Met or Missed and Explanation
Milestones
- (10) Required Action Items and by Whom

(b) Additional progress or status reports, if required, shall be specified in each individual task order issued under this contract at the time of task order award.

C.4 STANDBY CAPACITY

(a) During the term of the contract and each subsequent option period, if exercised, master contractor must have the standby capacity to meet annual requirements as specified in the scope of work, Section C.1. Performance of work as defined in each individual task order can be accomplished by utilizing in-house personnel and facilities and/or subcontractors. Standby capacity is defined to mean that the offeror has the capability and technical capacity to handle both constant and fluctuating quick-reaction workloads as required and not that personnel or facilities are specifically set aside to perform the anticipated work.

(b) The Government agrees to pay (subject to paragraph (c) below) in the aggregate, an amount of \$1,000.00 and the contractor agrees to deliver to the Contracting Officer, bona-fide proposals in response to each Task Order solicitation issued to the Contractor by the Contracting Officer, during the term of this contract, and each subsequent option period, if exercised.

(c) At the end of the basic contract, and each successive option period, if exercised, any master contractor who did not receive at least one task order award during that period may submit an invoice for payment of CLIN 000XAH in the total amount of \$1,000.00.

SECTION D - PACKAGING AND MARKING

D.1 MARKING DELIVERABLES

(a) The contract number and task number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract.

(b) Mark deliverables for:

(Reference Contract Number and Task Order Number)

D.2 PACKING FOR DOMESTIC SHIPMENT

Material shall be packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES	AUG 1996
	- FIXED-PRICE	

E.2 INSPECTION

Inspection of all deliverable items under this contract and any individual Task Orders shall be accomplished by the Contracting Officer's Technical Representative (COTR) or any other duly authorized Government representative designated on individual Task Orders, or the individual otherwise designated in writing by the Contracting Officer.

E.3 ACCEPTANCE

Acceptance of all deliverables under this contract shall be accomplished by the COTR or his duly designated successor stated on the Task Order or the individual otherwise designated in writing by the Contracting Officer.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is from the effective date of the contract through twelve (12) months.

F.3 PICK-UP AND DELIVERY

(a) The Contractor shall be responsible for the pick-up of pertinent equipment, materials or information that will be Government furnished, as specified in each individual Task Order.

(b) The address for the pick-up and delivery of materials will be specified in each individual Task Order.

(c) A shipping ticket/packing list will accompany each package citing contract number, delivery order number, item description and other content.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) (To be designated at time of award), is hereby designated as the Contracting Officer's Technical Representative. The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing. The COTR is located at the U.S. Department of Commerce, _____.
_____. His telephone number is Area Code _____.
- (b) The responsibilities and limitations of the COTR are as follows:
- (1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for him by naming such assistant in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract or Task Order(s) prices to cover any increase in costs incurred as a result thereof.

G.3 GOVERNMENT FURNISHED PROPERTY - MATERIAL

The Government will furnish the Contractor for use in connection with the contract, the facilities, equipment, and materials, as specified in each individual Task Order. Only the facilities, equipment, and materials specified in each Task Order will be furnished by the Government. All other facilities, equipment, and materials required in the performance of this contract shall be furnished by the Contractor.

G.4 POST AWARD ADMINISTRATION

(a) Government Contact Responsible for Post Award Administration

The Contractor shall use the NIST Contract Specialist as the focal point for all matters regarding this contract except technical matters. The Contract Specialist is located at the address in Block 7 of the Standard Form (SF) 33 or Block 6 of the SF 26. The designated Contract Specialist is (to be designated at time of award). His/Her telephone number is _____.

(b) Billing Instructions

(1) The Contractor shall submit the original invoice or voucher in accordance with the payments provision of this contract to the address specified in Block 25 of the SF 33 or Block 12 of SF 26. In addition to the invoice requirements contained in Section I under clause FAR 52.232-25, "Prompt Payment", all invoices must contain the following:

- (i) Invoice number;
- (ii) Amount of invoice;
- (iii) Period covered or contract line item number(s) (CLIN) delivered; and
- (iv) Cumulative amount invoiced to date.

(2) If payment is to be made to an address different than that shown in Block 15A of the SF 33 or Block 7 of the SF 26, the Contractor shall enter the complete address in the space provided below:

G.4 (Continued)

- (3) Name, title, phone number, office name, and complete mailing address of officials of the business concern to be notified when the Government receives a defective or improper invoice:

Name: _____

Title: _____

Phone Number: _____

FAX Number: _____

Company Name: _____

Address: _____

City, State, Zip Code: _____

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 PRINTING

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages not exceeding a maximum image size of 10 3/4 by 14 1/4 inches, will not be deemed to be printing.

H.2 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.3 OPTION TO EXTEND THE TERM OF THE CONTRACT--FIXED-PRICE CONTRACT

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than sixty (60) days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last sixty (60) days of the period of performance, the Government must provide to the Contractor written notification prior to that last sixty-day period. This preliminary notification does not commit the Government to exercising the option.

Exercise of an option will result in the following contract modifications:

The "Period of Performance" clause will be modified as follows:

Period	Start Date	End Date
Option 1	12 Months After Award of Base Contract	12 Months After Award of Option 1
Option 2	12 Months After Award of Option 1	12 Months After Award of Option 2
Option 3	12 Months After Award of Option 2	12 Months After Award of Option 3
Option 4	12 Months After Award of Option 3	12 Months After Award of Option 4

H.4 KEY PERSONNEL

(a) The Contractor shall assign to this contract the following key personnel:

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required

H.4 (Continued)

by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes of key personnel.
- (d) Key Personnel - Task Orders. The Contractor agrees to assign to any Task Order those persons whose names were submitted with his proposal and who are designated as key personnel in any task award. No substitutions shall be made except in accordance with this provision.
 - (1) The offeror agrees that during the task order performance period, no personnel substitutions will be permitted unless such substitution are necessitated by an individual's unexpected serious illness, death, termination of employment or when determined by the Government that substitution would be in the best interest of the project.
 - (2) All contractor proposed substitutions must be submitted, in writing, in advance of the proposed substitutions to the Contracting Officer's Technical Representative. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer needed to approve or disapprove the proposed substitution. The Government will evaluate such requests and promptly notify the Contractor in writing of approval or disapproval thereof. The Government reserves the right to interview proposed substitutions to verify resume qualifications.
 - (3) Personnel proposed to satisfy an increased staff need will be treated as substitutions and will be subject to Government certification that their qualifications meet those specified in this solicitation for the appropriate labor category.
 - (4) The Government reserves the right to request that any of the contractor's employees be replaced when it is determined that such a substitution would be in the best interest of the Government.

H.5 TECHNICAL DIRECTION

The performance of the work required under this contract shall be subject to the technical direction and surveillance of the Contracting Officer's Technical Representative (COTR).

As used herein "technical direction" is direction to the Contractor which fills in details, requires pursuit of certain lines of inquiry, or otherwise services to accomplish the contractual statement of work. The technical direction to be valid:

- (a) must be issued in writing consistent with the statement of work set forth in this contract;
- (b) may not constitute new assignment of work or change to the expressed terms, conditions, or other provisions incorporated into this contract;
- (c) shall not constitute a basis for any increase in the fixed price of the Task Order or extension to the Task Order required delivery or performance schedule.

Nothing contained herein authorizes the Contractor to incur costs in excess of any ceilings specified in Task Orders.

H.6 GOVERNMENT-FURNISHED PROPERTY AND DATA

The Government is not obligated to furnish any real or personal property or data under this contract. However, the Government may choose to do so on specific Task Orders.

H.7 RELOCATION COSTS

Relocation expenses incurred for the relocation of any Contractor employee shall not be reimbursed as a direct cost under this contract unless approved in advance by the cognizant Contracting Officer for the involved Task Order.

H.8 ORDERING PROCEDURES

(a) For the purposes of the Clause in Section I, entitled "Ordering", any supplies or services to be furnished under this contract shall be ordered by issuance of Task Orders by designated individuals assigned to the following activity:

National Institute of Standard & Technology (NIST)
Acquisition and Assistance Division
Building 301, Room B117
Gaithersburg, Maryland 20899-0001

(b) The Contracting Officer, from time to time, will issue Task Orders under this contract as "work requirements" develop

H.8 (Continued)

throughout the period of performance set forth in Section F.2 hereof. All Task Orders will be competed amongst the holders of a master contract. All Task Orders issued hereunder shall be the instrument for solicitation of proposals, submission of proposals, and placement of Task Order requirements under this master contract.

(c) As an instrument of solicitation, Task Order proposals shall cite, as may be applicable, the following:

- (1) A reference of this contract, appropriation data, and due date of proposals.
- (2) A detailed description of the work to be accomplished including whenever appropriate, references to applicable plans and specifications, and specifics as to items to be delivered.
- (3) Applicable quality assurance, packing, packaging, and marking requirements.
- (4) Delivery schedule(s), place of delivery, and inspection and acceptance if other than provided for in this contract.
- (5) A description of and date of availability of necessary Government Furnished Property, if any.
- (6) Special travel authorization as may be necessary for the accomplishment of the work requirements.
- (7) Special terms and conditions, as applicable.
- (8) Date proposals will be due (response time will normally be two to three weeks).

(d) Task Orders issued under this Master Contract shall be numbered sequentially as follows:

TASK ORDER No. 1 issued by NIST shall be numbered 55SBNBXXXXXX.

Modifications to individual task orders shall be numbered consecutively, 0001, 0002, and etc., after the assigned task order number. Example: Modification No. 1 to Task Order 1 shall be 55SBNBXXXXXX Mod 0001.

New "55" numbers shall be issued for each individual task order as needed. These numbers will not necessarily be consecutive.

H.8 (Continued)

For the ease of both the Contractor and NIST, each task order will be referred to during conversations as Task Order 1, 2, or 3 and etc. to each contractor.

(e) As an instrument for submission of proposals, the Contractor shall submit a bona-fide, Firm Fixed Price type, (or, if specified, a Time and materials type), proposal and a technical proposal in response to each task order in sufficient detail as will permit prompt evaluation, negotiation and/or acceptance thereof. Proposals shall be submitted initially on the most favorable terms from a price and technical standpoint to the Government. See forms shown in Attachment 2, Supply Equipment or Service Order. Each Task Order will be awarded to the master contractor(s) who offers the best value to the Government, price and technical/management factors considered. The Government reserves the right to accept or reject the initial proposal without further discussions. Each proposal shall be accompanied by an executed "Contract Pricing Proposal Cover Sheet", SF Form 1411, setting forth as a minimum, the following data:

- (1) Direct Labor by categories, quantity of hours and applicable hourly rates as specified in Section B and extension thereof.
- (2) Material required showing description, quantity, unit price and extension. The Contractor shall itemize material costs.
- (3) Subcontracts identifying names of subcontractors, types and values of such subcontracts.
- (4) Travel costs.
- (5) Special terms and conditions, as applicable.
- (6) Firm Fixed Price; or if Time and materials, total estimated amount.

(f) Upon acceptance of the Contractor's proposal by the Government or upon conclusion of an agreement by the parties hereto concerning the Contractor's proposal, the Task Order shall be executed as a modification to this contract and shall constitute authorization to the Contractor to proceed with the accomplishment of the work specified therein.

(g) Notification shall be furnished to the Contracting Officer in writing whenever 85 percent of the established Level-of-Effort is reached on each individual time and materials type Task Order.

H.9 ORDERING PROCEDURES UNDER MULTIPLE AWARD CONTRACTS

H.9 (Continued)

If the Government elects to award multiple contracts, the task/delivery order procedures are as follows:

(a) Except as provided for in paragraph (b) of this section, for orders issued under multiple task/delivery order contracts, each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500.00. In determining the procedures for providing awardees a fair opportunity to be considered for each order, the government shall exercise broad discretion and may consider factors such as past performance, quality of deliverables, cost control, price, cost, or other factors that the Government, in the exercise of sound business judgment, believes are relevant to the placement of orders. Each order will be awarded to the offeror(s) proposing the best value to the Government with technical factors being approximately equal to cost or price. Offerors are advised that subcontracting relationships are likely to be of considerable importance in the evaluation of task order proposals. The Government anticipates that the successful offeror(s) will lack the detailed industry specific knowledge which is necessary to perform task order assignments and that subcontracting for the needed expertise will be routine. Accelerated streamlined procedures may be used, such as oral proposals, when selecting a task/delivery order awardee(s). The Government need not contact each of the awardees under the contract before selecting a task/delivery order awardee(s) if the Government has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.

(b) Awardees need not be given an opportunity to be considered for a particular order in excess of \$2,500.00 under multiple task/delivery order contracts if the Government determines that:

(i) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;

(ii) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(iii) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or

(iv) It is necessary to place an order to satisfy a minimum guarantee.

H.10 CONTRACTOR RESPONSIBILITIES

(a) During the term of this contract, the rights of ingress and egress to and from NIST for Contractor representatives shall be made available as required.

(b) Task Personnel. Personnel within the categories designated below have been determined to be essential to successful performance of the awarded Task Orders covered under this contract:

(1) Contractor's Technical Representative for master contract. (Equivalent to the Government's COTR).

(2) Key technical personnel assigned to the performance of a Task Order. These individuals will be designated in each awarded Task Order. Key personnel are defined as all task managers and personnel designated on each Task Order.

Prior to diverting any of these personnel, the Contractor shall notify the Contracting Officer in writing in accordance with Clause H.4.

(c) Publication of Technical Papers. The publication and presentation of technical papers by Contractor personnel, which are based upon work under this contract or are produced during the employees' work time under this contract may be permitted subject to prior review of the COTR.

(d) Compliance with NIST Rules and Regulations. During all operations on Government premises, the Contractor shall comply with the rules and regulations governing the conduct of personnel and the operation of that facility including, but not limited to, observance of established safety and driving regulations, of restricted parking areas and fire lanes, of restricted smoking areas, etc.

H.11 PICK-UP AND DELIVERY

It shall be the responsibility of the Contractor to pick-up and deliver all data, materials, drawings, and specifications as may be necessary to effect any task order solicitation. It is understood and agreed that the cost of such pick-up and delivery will be included in the price of the Task Order.

H.12 CONSIDERATION AND PRICING AGREEMENTS

(a) In consideration of the Contractor's obligation set forth in paragraph b, below, the Government will pay to any contractor who does not receive one Task Order during any contract year, the sum of \$1,000.00 (CLIN 000XAH), for their continued availability, capacity, and capability for the term of this contract. (See Section H.3, Option to Extend the Term of the Contract -

H.12 (Continued)

Services.)

(b) In consideration of the Government's obligations set forth in paragraph a, the Contractor shall deliver to the Contracting Officer a bona-fide proposal in response to each task order solicitation issued to that Contractor by the Contracting Officer.

The Contractor shall comply with the requirements of Section H.8 of this contract entitled "Ordering Procedures". Failure to submit a bona fide proposal in accordance with the provisions of Section H.8 may result in forfeiture of the \$1,000.00 as provided in paragraph (a) above.

H.13 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, rules, and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance, and shall procure such permits, licenses and other required authorizations from the United States and from state and local authorities as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, state and local laws in any way affecting the contract work.

H.14 TRAINING

Training of the Contractor's employees is, in general, the Contractor's responsibility and shall be performed at his expense in order to provide only fully trained personnel under this contract.

H.15 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1996
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	AUG 1996
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	OCT 1995
52.222-3	CONVICT LABOR	AUG 1996
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	OCT 1996
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995

I.1 (Continued)

52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAY 1997
52.232-34	OPTIONAL INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	AUG 1996
52.233-1	DISPUTES	OCT 1995
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.244-1	SUBCONTRACTS (FIXED-PRICE CONTRACTS)	FEB 1995
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.2 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

I.2 (Continued)

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.3 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (DEVIATION NOV 1990) (JAN 1990)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (a) The awarding of any Federal contract;
- (b) The making of any Federal grant;
- (c) The making of any Federal loan;
- (d) The entering into of any cooperative agreement; and,
- (e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

I.3 (Continued)

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (a) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (b) A member of the uniformed services as defined in subsection 101(3), title 37, United States Code.
- (c) A special Government employee, as defined in section 202, title 18, United States Code.
- (d) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used this clause, means, with respect to professional and other technical services, a payment in an

I.3 (Continued)

amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress,

I.3 (Continued)

an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

- (3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal

I.3 (Continued)

prior to its official submission; and

- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

- (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

- (A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

- (1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or any extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

- (B) For purposes of subdivision (b)(3)(ii)(A) of

I.3 (Continued)

this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
- (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

I.3 (Continued)

- (iii) Selling activities by independent sales representatives.

The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply to the following sales activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter;

- (A) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (B) Technical discussions and other activities regarding the application or adoption of the person's products or services for an agency's use.

(c) Disclosure.

- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--
 - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

I.3 (Continued)

- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or received any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
 - (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
 - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

I.4 52.216-18 ORDERING (APR 1984)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the end of the contract period of performance.

I.4 (Continued)

- (b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.
- (c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.

I.5 52.222-35 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (DEVIATION)

(a) Definitions.

"Appropriate office of the State employment service system," as used in this clause, means the local office of the Federal-State national system of public employment offices assigned to serve the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.

"Openings that the Contractor proposes to fill from within its own organization," as used in this clause, means employment openings for which no one outside the Contractor's organization (including any affiliates, subsidiaries, and the parent companies) will be considered and includes any openings that the Contractor proposes to fill from regularly established "recall" lists.

"Openings that the Contractor proposes to fill under a customary and traditional employer-union hiring arrangement," as used in this clause, means employment openings that the Contractor proposes to fill from union halls, under their customary and traditional employer-union hiring relationship.

"Suitable employment openings," as used in this clause-

- (1) Includes, but is not limited to, openings that occur in jobs categorized as-

- (i) Production and nonproduction;
- (ii) Plant and office;
- (iii) Laborers and mechanics;
- (iv) Supervisory and nonsupervisory;
- (v) Technical; and

I.5 (Continued)

- (vi) Executive, administrative, and professional positions compensated on a salary basis of less than \$25,000 a year; and
 - (2) Includes full-time employment, temporary employment of over 3 days, and part-time employment, but not openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement, nor openings in an educational institution that are restricted to students of that institution.
- (b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a special disabled or Vietnam Era veteran. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled and Vietnam Era veterans without discrimination based upon their disability or veterans' status in all employment practices such as-
 - (i) Employment;
 - (ii) Upgrading;
 - (iii) Demotion or transfer;
 - (iv) Recruitment;
 - (v) Advertising;
 - (vi) Layoff or termination;
 - (vii) Rates of pay or other forms of compensation; and
 - (viii) Selection for training, including apprenticeship
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.
- (c) Listing openings. (1) The Contractor agrees to list all suitable employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not

I.5 (Continued)

connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

- (2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service.
 - (3) The listing of suitable employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
 - (4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.
 - (5) Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations when (i) the Government's needs cannot reasonably be supplied, (ii) listing would be contrary to national security, or (iii) the requirement of listing would not be in the Government's interest.
- (d) Applicability. (1) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, Guam, Virgin Islands, American Samoa, and the Trust Territory of the Pacific Islands.
- (2) The terms of paragraph (c) above of this clause do not apply to openings that the Contractor proposes to fill from within its own organization or under a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of its own organization or employer-union arrangement for that

I.5 (Continued)

opening.

- (e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, Department of Labor (Director), and provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified special disabled and Vietnam Era veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Director to enforce the terms, including action for noncompliance.

I.6 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS THAT ARE HEREBY MADE A PART OF THIS
SOLICITATION AND ANY RESULTANT CONTRACT

Attachment 1 - Sample Task, dated 11 February 1997 (2 pages)
Attachment 2 - Supply Equipment or Service Order, Rev.
11-85 (1 page)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION
(APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

[Insert full name of person(s) in the offeror's organization responsible for determining the

K.1 (Continued)

prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
DEVIATION (JAN 1990)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and

K.2 (Continued)

submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer, and

- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend this disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (MAR 1994)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

- (b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (c) Taxpayer Identification Number (TIN).

[] TIN:_____.

K.3 (Continued)

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS (OCT 1995)

- (a) Representation. The offeror represents that it [] is, [] is not a women-owned business concern.
- (b) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

K.5 CONTRACTOR IDENTIFICATION NUMBER--DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 1996)

- (a) Contractor Identification Number, as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

K.6 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the

K.6 (Continued)

Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.7 52.215-6 TYPE OF BUSINESS ORGANIZATION
(JUL 1987)

The offeror or quoter, by checking the applicable box, represents that--

- (a) It operates as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, or ☐ a joint venture.
- (b) If the offeror or quoter is a foreign entity, it operates as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.8 52.215-11 AUTHORIZED NEGOTIATORS (APR 1984)

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.9 52.215-20 PLACE OF PERFORMANCE (APR 1984)

- (a) The offeror or quoter, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or quoter as indicated in this proposal or quotation.
- (b) If the offeror or quoter checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Quoter
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

K.10 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (JAN 1997)

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 8748.
- (2) The small business size standard is no more than \$5.0 million average annual receipts for an offeror's preceeding 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.10 (Continued)

(b) Representations. (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions. "Joint venture," for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern," as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of

K.10 (Continued)

these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR part 124.

"Women-owned small business concern", as used in this provision, means a small business concern--

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
- (i) Be punished by imposition of a fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.11 52.222-21 CERTIFICATION OF NONSEGREGATED FACILITIES
(APR 1984)

- (a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because

K.11 (Continued)

of habit, local custom, or otherwise.

- (b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.
- (c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--
 - (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
 - (2) Retain the certifications in the files; and
 - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(APR 1984)

The offeror represents that--

- (a) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

K.12 (Continued)

(b) It [] has, [] has not filed all required compliance reports;
and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.14 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

K.15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and

K.15 (Continued)

section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

- (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulations; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.16 52.225-20 BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JAN 1997)

- (a) The offeror certifies that each end product being offered, except those listed in paragraph (b) of this provision, is a domestic end product (as defined in the clause entitled "Buy American Act--North American Free Trade Agreement

K.16 (Continued)

Implementation Act--Balance of Payments Program") and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

(b) Excluded End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

- (c) Offers will be evaluated by giving certain preferences to domestic end products or NAFTA country end products over other end products. In order to obtain these preferences in the evaluation of each excluded end product listed in paragraph (b) of this provision, offerors must identify and certify below those excluded end products that are NAFTA country end products. Products that are not identified and certified below will not be deemed NAFTA country end products.

The offeror certifies that the following supplies qualify as "NAFTA country end products" as that term is defined in the clause entitled "Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program.":

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

(List as necessary)

- (d) Offers will be evaluated in accordance with Part 25 of the Federal Acquisition Regulation. In addition, if this solicitation is for supplies for use outside the United States, an evaluation factor of 50 percent will be applied to offers of end products that are not domestic or NAFTA country end products.

K.17 CERTIFICATION

I hereby certify that the responses to the above
Representations, Certifications and other statements are accurate
and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-5	SOLICITATION DEFINITIONS	JUL 1987
52.215-7	UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	APR 1984
52.215-8	AMENDMENTS TO SOLICITATIONS	DEC 1989
52.215-9	SUBMISSION OF OFFERS	MAR 1997
52.215-10	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	MAY 1997
52.215-12	RESTRICTION ON DISCLOSURE AND USE OF DATA	APR 1984
52.215-13	PREPARATION OF OFFERS	APR 1984
52.215-14	EXPLANATION TO PROSPECTIVE OFFERORS	APR 1984
52.215-15	FAILURE TO SUBMIT OFFER	MAY 1997
52.215-16	CONTRACT AWARD	OCT 1995
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	APR 1984

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Quick Reaction Order type contract(s) from this solicitation which will then result in the award of Firm-Fixed-Price or Time & Materials task orders.

L.3 1352.233-2 SERVICE OF PROTESTS
(DEVIATION FAR 52.233-2) (NOV 1988)

- (a) Protests, as defined in 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting

L.3 (Continued)

Officer and the Contract Law Division of the Office of the Assistant General Counsel for Finance and Litigation by obtaining written and dated acknowledgment of receipt from the Contracting Officer or the head of the contracting office or designee located at:

National Institute of Standard & Technology
Building 301, Room B117
Rt. 270 & Quince Orchard Road
Gaithersburg, MD 20899-0001
ATTN: Pauline E. Mallgrave

and from the Contract Law Division of the Office of the Assistant General Counsel for Finance and Litigation located at the U. S. Department of Commerce, Herbert C. Hoover Building, Room H5893, 14th Street between Pennsylvania and Constitution Avenues, N. W., Washington, D. C. 20230.

- (b) The copy of any protest shall be received in the office designated above on the same day as a protest is filed with the GSBGA or within one day of filing a protest with GAO.

L.4 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation or contract of any Commerce Acquisition Regulation provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.5 REGULATORY NOTICE

Offerors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

L.6 INQUIRIES

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the issuing office. OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE PERSON CITED IN BLOCK 10 OF SF33 ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

L.7 PREPARATION OF PROPOSALS

The following instructions establish the acceptable minimum requirements for the format and content of proposals:

(a) Any resultant contract shall include the general provisions applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by public law, executive order, or acquisition regulations in effect at the time of execution of the proposed contract will be included

(b) The proposal must be prepared in two parts: a technical proposal and a business proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated. It must disclose the contractor's technical approach in sufficient detail to provide a clear and concise presentation that includes, but is not limited to, the requirement of the technical proposal instructions. Offerors shall submit an original plus six (6) copies of their proposal. For ease of handling by the government, double sided printing is encouraged. Offerors shall not use a type font which is more dense than 12 point times roman. Presentation of required information in tabular or graphical format is encouraged where the offeror determines that readability is enhanced.

(c) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(d) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

L.7.1 Technical Proposal Instructions

Proposals which merely offer to conduct a program in accordance with the requirements of the Government's statement of work will not be eligible for award. The contractor must submit an explanation of it's proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

L.7 (Continued)

A detailed work plan must be submitted indicating how each aspect of the statement of work is to be accomplished. The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method. The technical proposal should reflect a clear understanding of the nature of the work being undertaken.

L.7.1.1 Executive Summary (Optional)

The offeror may present an overview of the proposal which highlights factors the offeror wishes to bring to the particular attention of the government Source Evaluation Board.

The executive summary is optional and does not correspond to any proposal evaluation factor. All information which the offeror wishes to be considered in the evaluation process must also appear in the remaining sections of the proposal or it may be disregarded by the government.

L.7.1.2 Experience and Past Performance (maximum 5 pages)

The offeror shall identify relevant past experience in performing similar economic analyses. Such past studies should be briefly described and the relevance to this contract clearly identified.

Experiences in conducting microeconomic studies of technology-based industries, including access to industry and the construction and estimation of economic impact models, should be emphasized.

Additionally, the technical proposal must provide the general background, experience, and qualifications of the organization. Similar or related contracts, subcontracts, and/or grants should be included and/or each contain the name of the customer, contract number, dollar amount, time of performance, and the names and telephone numbers of the project officer and contracting/grants officer.

L.7.1.3 Sample Task Order (maximum 12 pages)

The offeror shall describe the steps that the offeror believes should be followed in conducting a

L.7 (Continued)

hypothetical impact assessment study. The topic for the hypothetical study is NIST's Near-Field Antenna Project (See Attachment 1).

The offeror shall follow the outline in Section C.1.1.2 of the Statement of Work and the evaluation criteria in Section M. The offeror shall explain how each step would be applied and what problems might be encountered that are unique to the technical area and industries chosen for the sample task order.

The offeror shall explain why this approach is both appropriate and cost-effective.

As a reference for methodology and summaries of past economic impact studies of NIST laboratory research projects, the offeror may request from the NIST Contracts Office Rates of Return from Investment in Technology Infrastructure (Planning Report 96-3).

L.7.1.4 Personnel Resumes (maximum 5 persons)

The offeror shall include resumes of the offeror's staff which may be available for assignment to task orders. The offeror is strongly encouraged to include resumes for persons at various skill classifications in order to provide a representative indication of the persons likely to be proposed for task order performance. If a skill balance is not presented, the government may conclude that the offeror will only have access to the specific persons whose resumes are included for task order performance. The offeror shall indicate those personnel who are considered by the offeror to be qualified for assignment as task order key personnel. In this paragraph, key personnel means those personnel who are expected to have a primary technical interface to government personnel in support of task order performance.

L.7.1.5 Management Plan (maximum 20 pages)

The offeror shall describe the procedures and practices which will be used to:

- 1) determine the methodology, scope and manpower requirements to be applied to the development of task order proposals including key personnel selection;

L.7 (Continued)

- 2) ensure high quality and timely task performance including, if applicable, the application of process metrics;
- 3) control work scope and ensure that the promised quality results from the proposed effort;
- 4) assess and propose scope changes to the government which may be deemed necessary or appropriate during the performance of specific task orders;
- 5) manage multiple task orders concurrently, if awarded;
- 6) Select and manage contributions from subcontractors;
- 7) recommend to the government process improvements to the above procedures and practices during the contract period.

The offeror is encouraged to indicate recent experience and assignment performance results which illustrates the offeror's actual practical capability to implement and perform the procedures and practices as proposed.

L.7.1.6 Particularly Innovative and Important Features
(optional; 2 pages maximum)

Offerors are encouraged to bring to the government's attention any particularly innovative or important characteristics of the offeror which may be of value to the government.

L.7.2 Business Proposal Instructions

L.7.2.1 Skill Classifications

The offeror shall include (if applicable) an identification and description of labor grade classifications which the offeror expects to use in the performance of task orders. The classifications should include both typical academic qualifications and professional backgrounds. If the offeror does not group staff by skill classification, resumes for the persons available from the offeror to work on task orders shall be included.

L.7 (Continued)

L.7.2.2 Labor Rates

The fully burdened labor rates (for both fixed price and time and materials task orders) applicable to each skill classification identified in Section L.8.2.1 above shall be indicated. Cost escalation factors which the offeror intends to pass through to the government shall be specified.

L.7.2.3 Indirect and Other Direct Costs (ODC)

The offeror shall identify significant cost items which are included in the offeror's indirect costs and, thus will not be individually charged as direct costs to the government in the performance of task orders.

The contractor shall identify and state, if known, the amount of all items of cost which may be billed to the government which are not included in the fully burdened labor rates. These other direct costs (ODC) include (if applicable) photocopy costs, postage costs, courier costs, subcontractor costs, telephone charges and other costs which could be associated with a specific task order. Due to the small size of many of these costs and the high cost associated with individually accounting for these costs, the government prefers contractors which do not individually account for incidental ODC items and will independently assess likely charges for contractor ODC if reasonable and necessary costs are excluded.

Cost escalation factors which the offeror intends to pass through to the government shall be specified.

L.7.2.4 Cost Containment

The offeror shall identify any mechanisms which are now in place or which will be implemented to assure highest quality performance of specific task orders within the cost and scope proposed. If the cost containment mechanisms are now in place, the contractor is encouraged to illustrate how these mechanisms have performed in the past and what steps, if any, are being taken to improve the mechanisms. If the cost containment mechanisms are not now in place, the contractor is encouraged to describe plans, if any, for implementation and

L.7 (Continued)

ongoing support of such mechanisms.

The offeror shall not duplicate information contained in the management plan in response to this question. The offeror shall provide a cross reference, if applicable, to management plan sections which the offeror wants the government to consider in evaluating this item.

The government intends to use the information provided in this section to support the development of adjusted costs for use in comparing offerors.

L.7.2.5 Sample Task Order

The offeror shall develop a detailed cost proposal and final price which corresponds to the sample task order in the technical proposal. The offeror shall provide a fixed price proposal and time and materials proposal.

The details of the sample task order requirement are described in Attachment 1. Offerors are advised and cautioned that the government reserves the right to contract for this study and may award an initial task order based upon this cost proposal. It is most likely, however, that the sample task order will be significantly revised and successful offerors will be resolicited before task order award.

L.8 AMENDMENTS TO PROPOSALS

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment at the bottom of the changed pages.

L.9 SUBMISSION OF PROPOSALS

All proposals shall be submitted in the formats and quantities specified below:

- (a) Standard Form 33 - one (1) original and 5 copies
- (b) Technical Proposal - 6 copies
- (c) Cost/Price Proposal - 6 copies

L.10 SET-ASIDE INFORMATION

This solicitation includes the following set-aside criteria:

- (a) Percent of the set-aside: 0%
- (b) Type of set-aside: None

L.11 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST
PROCEDURES LEVEL ABOVE THE CONTRACTING
OFFICER (DEC 1996)

I. PURPOSE: To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102. A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next

L.11 (Continued)

day on which the Department is open.

III. PROCEDURES:

- a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department. Protests shall be addressed to:

Mr. Jorge R. Urrutia
Director of Administration
National Institute of Standards and Technology
Building 101, Room A1105
Gaithersburg, Maryland 20899
FAX No. 301-926-7203

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

Contract Law Division
Office of the Assistant General Counsel for Finance and
Litigation
Department of Commerce, Room H5882
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230
(FAX Number 202-482-5858)

- b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora. If the protester has already filed with the GAO or other external fora, the procedures described here may not be used.
 1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.
 2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day.

L.11 (Continued)

Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:
 - (i) the protester's name, address, telephone number, and fax number
 - (ii) the solicitation or contract number, name of contracting office and the contracting officer
 - (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
 - (iv) copies of relevant documents supporting protester's statement
 - (v) a request for ruling by the agency
 - (vi) statement as to form of relief requested
 - (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
 - (viii) all information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the contracting officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not

L.11 (Continued)

subject to further appeals.

The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition Management.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) the supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

- (1) terminate the contract,
- (2) re-compete the requirement,
- (3) issue a new solicitation,

L.11 (Continued)

- (4) refrain from exercising options under the contract,
- (5) award a contract consistent with statutes and regulations,
- (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- (7) such other remedies as the decision-maker may determine are necessary to correct a defect. Designated Protest Decision Authority for Operating Unit as follows:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.215-34	EVALUATION OF OFFERS FOR MULTIPLE AWARDS	MAR 1990
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 EVALUATION OF PROPOSALS

M.2.1 Initial Evaluation of Offers. An evaluation plan has been established to evaluate the factors set forth in the evaluation criteria stated below, and all offers received will be evaluated by a team of Government personnel in accordance with the evaluation plan. Subjective judgement on the part of the Government evaluators is implicit in the entire process. Throughout the evaluation, the Government will consider "correction potential" when a deficiency is identified. Following evaluation, the Contracting Officer will make the determination as to which offers are in the "Competitive Range". The competitive range shall be determined on the basis of the technical merit ratings and the proposed cost to the Government. If considered necessary by the Contracting Officer, discussions will be conducted with only those offerors determined to have a reasonable chance of being selected for award. However, the Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint.

M.2.2 Discussion/Best and Final Offers. If the Government elects to enter into discussions, all offers selected to participate in discussions shall be advised of any deficiencies in their offer, and shall be offered a reasonable opportunity to correct or resolve the deficiencies and to submit such cost, technical or other revisions to their offer that may result from the discussions. At the conclusion of the discussions, a final response date which allows a reasonable opportunity for submission of written "best and final" offers shall be established, and those offerors selected to remain in the competitive range will be notified to submit best and final offers.

M.2 (Continued)

M.2.3 Final Evaluation of Offers. The initial evaluation of the offers in the competitive range may be revised in light of any additional information/data provided during subsequent discussions and/or furnished with best and final offers.

M.3 EVALUATION AND AWARD CRITERIA

For determination of the competitive range, the government expects that technical evaluation factors will be significantly more important than price. For offerors within the competitive range, the government expects that technical evaluation factors will be significantly more important than price in the selection of winning contractors. For the selection of task order winners, the government expects technical evaluation factors to be significantly more important than price.

Each offeror is required to demonstrate competitive qualifications in each of the evaluation factors. That is, if an offeror receives a superior score in one or more criteria but an unacceptable score in at least one criteria, the government may consider the offeror to be unqualified for award.

In selecting successful offerors, the government expects to choose those proposals that demonstrate competence in all of the following areas of economic impact assessment (both prospective and retrospective): (1) understanding of the microeconomics of technology-based industries and competition; (2) technology assessment and analysis (an ability to characterize a technology in terms of its important elements, including the infrastructure elements provided by NIST); (3) access to technical and economic experts to complement internal staff; (4) data collection; (5) analysis of collected data, in particular, evaluation and selection among alternative impact assessment metrics, both qualitative and quantitative; and (6) report writing and presentation of results.

Offerors are expected to present their strengths and demonstrate how their capabilities can substantially support the Government's analytical requirements. Within reason, it is the Government's intent to select offerors with different orientations/approaches to economic impact assessment.

The government intends to make three awards (but reserves the right to make up to five awards) under this solicitation. If fewer than three offerors are considered to be qualified under the technical evaluation, awards may be made only to those offerors considered to be technically qualified.

The evaluation of offers will be based on the following two major criteria listed in descending order of importance:

M.3 (Continued)

1. Technical - The individual factors of this criteria will receive a point score rating along with a narrative description. These factors will be combined into an overall rating.

2. Price - Prices will be evaluated for realism and reasonableness.

The proposal(s) selected for contract award will be that proposal(s) determined by the Contracting Officer to offer the greatest value to the Government.

M.3.1 Technical

All proposals will be specifically evaluated in the Technical area on each of the proposal evaluation factors mentioned below. Each will have a preassigned maximum point value, which will be distributed in descending order of importance, with Factor A approximately one-third of the points, Factor B is worth approximately one-fifth of the points, Factor C is worth approximately one-fifth of the points, Factor D is worth approximately one-fifth of the points, and Factor E is worth approximately one-tenth of the points.

M.3.1.1 Proposal Evaluation Factors - The sample task order response, along with the rest of the offeror's proposal, will be evaluated and utilized in scoring offerors according to the following factors:

FACTOR A - Personnel

Offerors will be evaluated based on (1) quality of proposed internal staff in each of the required areas of expertise, and (2) access to outside experts in complementary areas of expertise.

FACTOR B - Demonstrated Analytical Expertise

Offerors will be evaluated based on discussion of approach to (1) characterizing technology to be studied, (2) identification of potential types and mechanisms of economic impact, (3) selection of impact metrics, and (4) qualitative and quantitative analysis of collected data/information.

FACTOR C - Data Collection

Offerors will be evaluated based on demonstrated ability to (1) design and execute data collection

M.3 (Continued)

instruments of the type needed for microeconomic impact assessments, and (2) identify and access industry officials having the needed impact information.

FACTOR D - Past Performance

Offerors will be evaluated based on demonstrated execution of similar analyses.

FACTOR E - Management

Offerors will be evaluated based on (1) demonstrated overall management skills in comparable projects, and (2) the ability to organize and manage multidisciplinary project teams of both internal staff and outside consultants.

M.3.2 Price

This factor includes an evaluation of the prices proposed by the offeror for performing all the requirements of the contemplated sample task as set forth in Attachment 1 of the solicitation. The evaluation will also include an analysis of the labor and other rates proposed in Section B, together with all supporting price information data. The offeror's proposed price will be evaluated for realism. This may include information from the Defense Contract Audit Agency, Government technical personnel and other sources.

M.4 EVALUATION OF TASK ORDER PROPOSALS

See Section H.9 of this solicitation.

M.5 CONTRACTOR RESPONSIBILITY

It is the policy of the Department of Commerce that contracts shall be awarded only to responsible, responsive contractors. To be determined responsible, the prospective contractor must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (b) Be able to comply with the performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Have a satisfactory performance record
- (d) Have a satisfactory record of integrity and business ethics;

M.5 (Continued)

(e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them, including as appropriate, such elements as production control procedures, property control systems, and quality assurance measures applicable to materials to be produced or services to be performed by the prospective contractor or subcontractor(s); and

(f) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

M.6 PREAWARD SURVEY

If the offer submitted in response to the solicitation is favorably considered, the Government reserves the right for a survey team to visit the offeror's facilities for the purpose of determining the technical and financial ability to perform the intended contract.

A current financial statement and other data pertinent to this purpose should be made available at the time the Government team performs the survey.

U.S. DEPARTMENT OF COMMERCE

SUPPLY EQUIPMENT OR SERVICE ORDER

This order Number
must appear on
all invoices and
packages.
Freight charge
over \$100 requires
Bill Of LadingATTACHMENT 2
ORDER NUMBER

1. PAGE OF		2. RECEIVING OFFICE NO.		3. CONTRACT ORDERED AGAINST		A. PURCHASE ORDER (See Reverse)		DELIVERY ORDER (See Block 3)		7. SUB	
8. ADDRESS SUPPLIERS						4. ORDER DATE		5. SOURCE		9. SHIP TO: REFERENCE ORDER NO. (INCLUDE ON SHIPPING LABEL)	
TELEPHONE/CONTACT:											
10. 1099 TAX		11. EMPLOYER I.D. #		B. REQUISITION NUMBER		C. REQUISITIONER INFO: (Last Name, Initial, Phone, Bldg. Room)					
12. LINE ITEM	13. AC CD	13a. QTY REC.	14. DESCRIPTION			15. BUDGET OBJECT	16. ACC LINE	17. QUANTITY	18. UNIT ISSUE	19. UNIT PRICE	20. AMOUNT
21. FOB POINT				22. DISCOUNT TERMS				23. PROMPT PAYMENT		24. SUB-TOTAL	
25. DELIVERY DATE				26. SHIP VIA				27. ESTIMATED FREIGHT		28. TOTAL	
D. (SEE ATTACHED INSTRUCTIONS)						29. ACC LINE	30. BUREAU CODE	31. ACCOUNTING CLASSIFICATION		32. DIST	33. AMOUNT
Reference Order No. (Include on Invoice)											
E. (DO NOT SHIP OR BILL TO THIS ADDRESS)						F. ORDERED BY (Name and Title)					
OFFICE						G. FOR INQUIRIES CALL:					
ACCEPTANCE: I certify that articles and/or services annotated above have been received, inspected and accepted as complying with this order as of the date shown.											
34. RECEIPT SIGNATURE & TITLE				35. RECEIPT DATE		36. TYPE SHIPMENT		H. CONTRACTING/ORDERING OFFICER SIGNATURE			I. DATE SIGNED